

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000009303**  
**Whelen Engineering Co Inc**  
**51 Winthrop Rd**  
**Chester CT 06412-0684**  
**USA**

<b>Contract ID</b> 0000000000000000000014241		<b>Page</b> 1 of 3
<b>Contract Dates</b> 11/03/2008 to 11/03/2010		<b>Origin</b> CPS
<b>Description:</b>		<b>Contract Maximum</b> \$99,999,999,990.00
<b>Buyer Name</b> Smith, Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 860-526-9504**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8782	LIGHT BARS, FLASHERS AND EMERGENCY LIGHTING			0.00	0.00

PRICING IS A 40% DISCOUNT OFF THE CURRENT PRICE LIST AT TIME OF ORDER. PRICE LISTS CAN BE ACCESSED AT [WWW.WHELEN.COM](http://WWW.WHELEN.COM)

DELIVERY: 2-45 DAYS ARO

### CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE AUTOMOTIVE SAFETY LIGHTING TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: NOVEMBER 3, 2008 - NOVEMBER 3, 2010, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

VENDOR CONTACT:  
CRAIG SZYMANSKI  
TEL: 860-526-9504, EXT. 2304  
FAX: 860-526-4078  
EMAIL: [AUTOSALE@WHELEN.COM](mailto:AUTOSALE@WHELEN.COM)  
WEB: [WWW.WHELEN.COM](http://WWW.WHELEN.COM)

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR AUTOMOTIVE SAFETY LIGHTING ISSUED 09/02/2008 AND VENDOR'S RESPONSE DATED 09/18/2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH  
PURCHASING AGENT  
802-828-4681  
FAX 802-828-2222  
[steven.smith@state.vt.us](mailto:steven.smith@state.vt.us)

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.



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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_